

BLM- WYOMING RESPONSE TO PUBLIC COMMENTS
4th QUARTER (December) 2020 COMPETITIVE OIL AND GAS LEASE SALE
ENVIRONMENTAL ASSESSMENT DOI-BLM-WY-0000-2020-0010-EA

For the 4th Quarter 2020 sale, the BLM prepared one EA that covered all 128 parcels initially nominated. This EA was released for a 30-calendar day comment period (August 14, 2020 thru September 13, 2020).

Similar comments have been summarized and one response provided. Only substantive comments are addressed by the BLM. All comments submitted have been evaluated by the BLM and are retained in the BLM's administrative record.

To the extent that identical or similar issues were raised in any of the public comments, the BLM refers the reader to the other responses to comments.

Where appropriate, the BLM has modified portions of the EA to correct administrative acreage refinement, and to acknowledge new planning decisions. BLM has provided a listing of all edits made to the EA in an attachment to the FONSI. The BLM currently intends to prepare and issue the signed FONSI/DR for this sale concurrently with the resolution of any protests to parcels included in the sale. Note: Where the BLM has decided to delete or defer parcels or portions of parcels from the 4th Quarter 2020 sale, those parcels are not listed in the Sale Notice. The deletions and deferrals are generally described in the EA, in our responses to public comments, below, and in the FONSI/DR.

Submission ID	Date	Submitters
204Q-1-500108737	September 1, 2020	Sweetwater County Commissioners
204Q-1-500109068	September 11, 2020	Wyoming Game and Fish Department (WGFD)
204Q-1-500109093	September 11, 2020	Numerous Members from Friends of the Earth (FOE) – Approximately 31,101 separate comment letters received. No Substantive differences between the comments.
204Q-1-500109109	September 13, 2020	Jeremy Nichols, WildEarth Guardians; Michael Saul, Center for Biological Diversity; John Weisheit, Colorado Riverkeeper; Kate Hudson, Waterkeeper Alliance; Erik Molvar, Western Watersheds Project (WEG et al.)
204Q-1-500190113	September 13, 2020	Trout Unlimited (TU)
204Q-1-500109115	September 13, 2020	Nick Dobric, Theodore Roosevelt Conservation Partnership; Joe Kondelis, Western Bear Foundation; Josh Coursey, Muley Fanatic Foundation; Joy Bannon, Wyoming Wildlife Federation; Darek Farmer, Wyoming Hunters & Anglers Alliance (Sportsmen et al.)
	September 14, 2020	Upper Green River Alliance (UGRA)
	September 14, 2020	Carmel Kail

No.	Comment By:	Comment (May be Excerpted/Summarized); Like comments have been grouped and one response provided	Comment Issue	Agency Response
1	Trout Unlimited	TU respectfully requests to be notified about any APD and onsite visits planned for leases in which development could affect priority watersheds for coldwater fisheries in Wyoming. Leasing is the first step toward allowing oil and gas development to occur, but collaborative conservation is most effective when the public is involved during all stages of leasing and development, including on-site visits, identification of conditions of approval, implementation decisions and monitoring.	APD notification	APDs and APD notification are outside the scope of this EA. However, the commentor is encouraged to request APD information from the specific field office(s) in question regarding development should a parcel be sold and a lease issued. Onshore Order 1, Section III.E discusses APD posting and public notification. The public can also search the ePlanning website (https://eplanning.blm.gov/eplanning-ui/home) to locate APDs that a particular field office may be processing.
2	WildEarth Guardians	<p>BLM's proposal to lease 1,396 acres within the Buffalo Field Office, without a valid, supplemental EIS for the Buffalo RMP which addresses the deficiencies identified by this ruling, violates FLPMA and NEPA.</p> <p>On March 23, 2018, Judge Brian Morris with the Federal District Court in Montana issued an "Opinion and Order," in a case challenging the validity of the Miles City and Buffalo Resource Management Plans ("RMPs"). <i>Western Org. of Resource Councils v. U.S. Bureau of Land Mgmt.</i>, CV 16-21-GF-BMM, 2018 WL 1475470, (D. Mont. Mar. 26, 2018).</p> <p>Although BLM issued the final Buffalo RMP SEIS on October 4, 2019, as indicated in a protest signed by Guardians, BLM did not address many of the judge's concerns with regard to coal alternatives and the global warming potential of methane. Moreover, BLM does not even cite to this final RMP SEIS to support its lease sale. <i>See generally</i> EA at 10. Thus, before moving forward with the Buffalo lease parcels, BLM must address these errors.</p>	BFO RMP	<p>The Buffalo RMP SEIS was inadvertently missed when updating Section 1.4 (Tiering and Conformance) within the EA. We thank the commenter for identifying this. This correction has been made to the Buffalo RMP on pg. 9, Section 1.4.</p> <p>The supplemental EIS for the Buffalo RMP was signed on November 22, 2019 by the Wyoming acting State Director. Any comments regarding whether BFO complied with the Judge's order are outside of the scope of this EA.</p>
3	WildEarth Guardians	<p>[B]LM must properly assess the significance of the direct, indirect, and cumulative climate change impacts from the challenged lease sales. Simply providing GHG emissions in the abstract, or comparing lease sale emissions to regional and national totals, fails to inform the decision-maker and the public of the <i>significance</i> of the <i>impacts</i>.</p> <p>While the court in <i>WildEarth Guardians v. Zinke</i> noted that the challenged EAs were not required to utilize global carbon budgeting to quantify climate impacts "at least at the time they were issued," BLM is, however, still required assess whether this tool is useful and required to properly explain the significance of GHG emissions from the lease sales in</p>	carbon budget	The court did not require the BLM to put the emissions in the global context, or use any type of global budget analysis. The court specifically found that "BLM's decision to forgo the protocols' use does not rise to the level of a NEPA violation." The court noted that "[NEPA] require(s) that BLM quantify the emissions from each leasing decision—past, present, or reasonably foreseeable—and compare those emissions to regional and national emissions, setting forth with reasonable specificity the cumulative effect of the leasing decision at issue... Although BLM may determine that each lease sale individually has a de

		<p>conjunction with other regional and national BLM actions, and in the context of the global climate crisis. 368 F. Supp. 3d 41, 83 (D.D.C. 2019).</p> <p>A “carbon budget” offers a cap on the remaining stock of greenhouse gases that can be emitted while still keeping global average temperature rise below scientifically-based warming thresholds beyond which climate change impacts are highly likely to result in severe and irreparable harm to the biosphere and humanity. [B]LM must specifically assess whether other methodologies for quantifying climate change, such as carbon budgeting, would contribute to informed decisionmaking. <i>WildEarth Guardians v. Zinke</i>, 368 F. Supp. 3d 41, 79 n.31 (D.D.C. 2019). Simply providing GHG emissions in the abstract, or comparing lease sale emissions to regional and national totals, fails to inform the decision-maker and the public of the <i>significance</i> of the <i>impacts</i>.</p> <p>BLM must acknowledge that the 61 lease parcels will continue generating GHG emissions long after the world’s carbon budget has been exhausted. The agency must further assess the implications and impacts of its decisions to knowingly permit expansion of fossil fuel development and GHG emissions directly incompatible with meeting global carbon reduction targets.</p> <p>BLM’s attempt to assess the significance of direct, indirect, and cumulative greenhouse gas emissions, when it compares the potential emissions of the lease sale to the cumulative federal and national oil and gas emissions, is an unreasonable and arbitrary assessment of significance. BLM recognizes that climate change is a cumulative problem, and yet BLM’s significance threshold for emissions presupposes emissions are significant if and only if they are likely to have an effect at global scale. This is an arbitrary significance threshold because it bears no relation to the nature of the cause and impacts of climate change. BLM must evaluate the potential emissions from the December lease sale, using one or more of these tools in a way that accurately assesses significance. We also request BLM compare the December lease sale to other BLM lease sales or similarly-sized projects, which will help further contextualize and assess potential emissions associated with the sale, as the CEQ has directed. Finally, we request BLM disclose the global and US remaining carbon budgets.</p>		<p>minimis impact on climate change, the agency must also consider the cumulative impact of GHG emissions generated by past, present, or reasonably foreseeable BLM lease sales in the region and nation.”</p> <p>BLM has provided analysis which compared the total projected emissions from existing leases and leases expected to result from reasonably foreseeable lease sales to annual statewide (Federal and “all lands”), regional Federal, and national emission levels. BLM took the extra step of discussing emissions from the cumulative Federal actions in Wyoming in consideration of global emission levels.</p> <p>The BLM has concluded that the projected direct and indirect emissions from the Proposed Action, and their incremental (cumulative) addition to emissions from other lease sales and activities considered at various scales, will not result in significant impacts in terms of changes in the expected effects of climate change, the timing of those changes, or the magnitude of those effects. The commenter has not provided information contrary to this determination.</p>
4	WildEarth Guardians	In addition to failing to seriously consider carbon budgeting, BLM omits serious	carbon cost	In the EA (Appendix 5.1.8 at 86-87) BLM has explained why the “social

		<p>consideration of another tool for assessing significance— the social cost of carbon protocol: a valid, well-accepted, credible, and interagency-endorsed method of calculating the costs of greenhouse gas emissions. Failure to use this best available science in the EA violates NEPA’s hard look mandate.</p> <p>BLM provides several explanations for why it chose not to analyze the potential emissions from the December lease sale according to the social cost of carbon, but none is sufficient. BLM argues that it does not have to use the social cost of carbon because NEPA does not require cost-benefit analysis. BLM also argues that quantifying the costs of greenhouse gas emissions but not the benefits would yield information that is inaccurate and not useful to the decision maker—but the EA did just this by detailing the revenue that would be generated by the lease sales and royalties. Here, the EA and the underlying RMP includes information regarding the economic benefits of the lease sale. EA at 24 (discussing rent prices and royalties), EA at 26 (discussing foregone rent payments and royalties under the No Action Alternative), and EA at 75 (discussing average price of natural gas and revenue generated from reducing methane waste). Having done this, BLM is obliged to monetize the environmental costs, per 42 U.S.C. 4332(2)(B).</p> <p>In light of this information, the social cost of carbon provides a useful, valid, and meaningful tool for assessing the climate consequences of the proposed leasing, and the BLM’s failure to include it while disclosing the economic benefits of the lease sale is arbitrary and capricious.</p>		<p>cost of carbon” tool is not helpful to the decision-maker at the lease sale stage. For the reasons stated there, BLM disagrees that the SCC protocol should be used to determine the significance of emissions expected to result from a leasing decision.</p>
5	Upper Green River Alliance	<p>The Fourth Quarter 2020 Competitive Lease Sale EA contains contradictory and confusing language regarding Parcel WY-2020-12-6961.</p> <p>The EA states, “Five parcels (Parcels 742, 743, 825, 828, 6962, and 6961) have been deleted in full from this sale because they were located within areas closed to new oil and gas leasing in the PFO. (Bureau of Land Management, 2020, p. 13) The EA also states in the same paragraph that, “An addition nine parcels (750, 817, 819, 820, 821, 823, 824, 827, 6960, and 6961 have been deleted in part from this sale because they are in areas closed to leasing.”</p> <p>Yet BLM’s ArcMap files show parcel WY-2020-12-6961 offered for sale.</p> <p>Please clarify for interested public whether parcel WY-2020-12-6961 has been deleted,</p>	clarification	<p>Parcel WY-2020-12-6961 was partially deleted because it was located in an area closed to leasing under the PFO RMP. The remainder of parcel 6961 is available for lease, as shown in the ArcMap files, and was analyzed within this EA. The correction has been made to the EA (pg. 13).</p>

		is offered in part, or is offered in full in the Fourth Quarter 2020 Competitive Lease Sale.		
6	WildEarth Guardians	<p>The Clean Air Act requires the Environmental Protection Agency (“EPA”) to set National Ambient Air Quality Standards (“NAAQS”) to protect public health and welfare. 42 U.S.C. § 7409. After EPA designates NAAQS, states are required to develop State Implementation Plans (“SIPs”) to implement, maintain, and enforce the NAAQS. <i>Id.</i> § 7410(a)(1).</p> <p>Federal agency actions must comply with SIPs. Specifically, “[n]o department, agency, or instrumentality of the Federal Government shall engage in, support in any way or provide financial assistance for, license or permit, or approve, any activity” that does not conform to an approved state SIP. 42 U.S.C. § 7506(c)(1). “The assurance of conformity . . . shall be an affirmative responsibility of the head of such . . . agency.” <i>Id.</i> Federal agency actions must not 1) “cause or contribute to any new violation of any [air quality] standard,” 2) “increase the frequency or severity of any existing violation of any standard in any area,” 3) or “delay timely attainment of any standard or any required interim emission reductions or other milestones in any area.” <i>Id.</i> § 7506(c)(1)(B).</p> <p>EPA has designated the Upper Green River Basin Area of Wyoming as in marginal nonattainment with the 2008 ozone NAAQS. EA at 44. Thus, BLM, a federal agency, is prohibited from undertaking any activity in this area that does not conform to Wyoming’s SIP, including actions that increase the frequency and severity of any existing air quality violations or delay timely attainment of any standard. <i>Id.</i> ; 40 C.F.R. § 93.150(a).</p> <p>To determine whether a federal action conforms, BLM must first conduct an “applicability analysis” by calculating whether the proposed activity has direct and indirect emissions of ozone precursors: volatile organic compounds (“VOCs”) or nitrogen oxides (“NOx”) that equal or exceed 100 tons/year. 40 C.F.R. § 93.153(b)(1). Direct emissions are defined as those emissions that are caused or initiated by the Federal action and occur at the same time and place as the action and “are reasonably foreseeable.” 40 C.F.R. § 93.152. Indirect emissions are defined as those emissions that are caused by the Federal action, but may occur later in time or distance, and are reasonably foreseeable, and which the Federal agency can practically control and</p>	conformity, ozone, UGRB	<p>See EA, Appendix 5.1.1 (pg. 47), “In accordance with the Federal and State Conformity regulations, the General Conformity requirement does not apply to actions where the emissions are not reasonably foreseeable such as lease sales made on a broad scale followed by exploration and development plans.” The action alternatives contemplated in the EA are exempted from the requirement for a conformity analysis under 40 CFR 93.153(c) (3). The well-specific emissions from any potential future lease development operations are uncertain since the following aspects of potential development are not reasonably foreseeable at the lease sale stage: 1) the timing and overall pace of development for any particular parcel; 2) the type and amount of equipment that might be proposed for both mobile (e.g., a Tier II or Tier IV rig) and stationary sources, (e.g., flare or vapor recovery units); 3) how proposed wells will be developed (e.g. will they be hydraulically fractured or not, will they be vertical or horizontal wellbores); and 4) the mineral resources a well might target (oil vs. gas proportions and production rates). These factors will affect the estimates in ways that makes a conformity analysis impractical and speculative at the leasing stage. Conformity regulations at 40 CFR 93.153(c)(2) do not require a conformity analysis for: “[t]ransfers of ownership, interests, and titles in land, facilities, and real and personal properties, regardless of the form or method of the transfer,” such as when the BLM conveys rights to develop Federal minerals under an oil and gas lease. In addition, a regulatory exemption provides that conformity determinations are not required for actions that will be subject to specific permitting requirements under other provisions of the Clean Air Act. A significant portion of anticipated emissions from oil and gas development on leased parcels are associated with storage tanks and other equipment that likely will be authorized by the State of Wyoming under their administration of Clean Air Act programs. A Federal oil and gas lessee is subject to the terms of lease, which is conditioned upon compliance with applicable Federal laws.</p>

		will maintain control over. <i>Id.</i> “A Federal agency must make a determination that a Federal action conforms to the applicable implementation plan in accordance with the requirements of this subpart <i>before</i> the action is taken.” <i>Id.</i> § 93.150(b) (emphasis added).		Subsequent development proposals by the lessee or their operator(s) must comply with the law, including the Clean Air Act. The BLM has determined that this lease sale complies with the requirements of 40 CFR
7	WildEarth Guardians	<p>BLM’s failure to assess the impacts of additional development on compliance with federal ozone standards under the Clean Air Act also violates the plain language of FLPMA. As noted above, in the development and revision of land use plans, BLM is required to ensure that its on-the-ground actions conform with the existing RMP. 43 U.S.C. § 1732(a); <i>see also</i> 43 C.F.R. § 1610.5-3.</p> <p>Here, the Pinedale RMP does not address the air quality issues presented by the Upper Green River Basin nonattainment area or otherwise include a conformity analysis. But, the RMP does generally require BLM to “[m]aintain concentrations of criteria pollutants associated with management actions in compliance with applicable state and federal Ambient Air Quality Standards.”</p> <p>As noted above, EPA data from 2017 to 2019 demonstrates that at least one monitoring station in the nonattainment area is exceeding the 2015 ozone standard. Because the Pinedale RMP-EIS fails to address both the 2008 and 2015 ozone standards and nonattainment designation, it is impossible to see how BLM plans to ensure its actions approved under these RMPs will comply with federal air quality standards.</p> <p>BLM must address this significant error by revising the Pinedale RMP-EIS. Indeed, pursuant to 43 C.F.R. § 1610.5-6, BLM is <i>required</i> to revise underlying RMPs if “monitoring and evaluation findings, new data, new or revised policy and changes in circumstances affect[] the entire plan or major portions of the plan[.]” 40 C.F.R. § 1610.5-6. As shown by the map below, the ozone nonattainment area covers almost all of the Pinedale Field Office and approximately one-fourth of the Rock Springs Field Office. Accordingly, BLM is required to revise its underlying RMPs-EISs to comply with the Clean Air Act.</p> <p>Simply, BLM must, as required by the Clean Air Act or FLPMA, 1) ensure compliance with federal conformity regulations and air quality standards and 2) revise the Pinedale RMP based on new information which affects the entire plan before approving actions that may impact</p>	conformity, ozone, UGRB	<p>93.153 concerning ozone. Finally, we refer the WEG to WildEarth Guardians v. United States BLM, 2018 U.S. Dist. LEXIS 67869, 2018 WL 1905145 (April 23, 2018).</p> <p>BLM has updated the numbers within Appendix 5.1.1. Also see Response to Comments 42.</p>

		<p>attainment with the 2008 and 2015 NAAQS. Because BLM has failed to take these actions as required by law, the agency's proposed lease sale, approved in reliance on this RMP, cannot move forward.</p> <p>Finally, the need to postpone leasing and address the impacts of air quality within the Pinedale and Rock Springs Field offices is further underscored by the fact that BLM is in the process of revising the 1997 Green River (Rock Springs) RMP. NEPA prohibits actions which would prejudice alternatives during an RMP revision. 40 C.F.R. § 1506.1. Thus, we advise BLM to proceed with caution to avoid violating FLPMA and NEPA by committing lands to oil and gas development without the proper planning and environmental documents.</p>		
8	WildEarth Guardians	<p>Here, six parcels are within the 2008 Upper Green River Ozone Nonattainment area. EA at 46. Although BLM describes the conformity requirements imposed by the Clean Air Act, see id. , the agency fails to complete an applicability analysis and/or a conformity analysis as required by law. 40 C.F.R. § 93.153(b). Instead, BLM erroneously claims that emissions are not reasonably foreseeable because the lease is "made on a broad scale" and that "[g]eneral conformity is addressed at the proposal stage when emission generating activities are reasonably foreseeable and can be quantified." EA at 46. But, a look at the information before the agency belies this argument. Because development in this basin is well- established and per-well emissions estimates are available, BLM's leasing is clearly a cause of future, reasonably foreseeable indirect emissions which are quantifiable now. Thus, BLM's failure to complete a conformity analysis at the lease sale stage violates the Clean Air Act.</p>	conformity, ozone, UGRB	
9	WildEarth Guardians	<p>Because of the heavily-developed nature of the Pinedale area, a number of analyses, including one from BLM, have calculated actual emissions from an average well in the Pinedale Anticline. For example, the Kleinfelder report estimates that a typical gas well in the Upper Green River Basin emits, on average, 14.6 tons of NOx and 5.2 tons of VOCs per year. As a result, to calculate per well emissions, all BLM has to do is use this number and multiply it by the estimated number of wells on the proposed lease parcels. Here, if eight wells are developed on the six lease parcels in the first year, emissions from the lease parcels will exceed de minimis levels for a marginal nonattainment area, thereby triggering a full conformity analysis for NOx. In reality, the</p>	conformity, ozone, UGRB	

		<p>Pinedale Field Office sees more than 150 federal wells drilled per year.</p> <p>Furthermore, even if the Kleinfelder report did not exist, the reasonably foreseeable nature of emissions from the lease parcels is underscored by the fact that the BLM's own analyses predict emissions. As shown by the chart below, BLM estimated emissions from oil and gas development in the Pinedale RMP. BLM could use this information in conjunction with well numbers from BLM's 2016 Reasonably Foreseeable Development Scenario (RFDS) to predict emissions for the 2020 fourth quarter lease sale.</p> <p>BLM admits in the EA that the assumptions in its RFDS are accurate, thereby making emissions even more reasonably foreseeable. EA at 59. Yet, for some unexplained reason, BLM continues to maintain that it is impossible to estimate an approximate number of wells per lease sale parcel. Not so. BLM field offices in neighboring states easily complete this task.</p> <p>From a practical standpoint, the need for a conformity analysis is underscored by the fact that ozone levels have been rising in the Pinedale area. According to EPA's ozone monitoring data, Sublette County, where the bulk of the lease parcels in the nonattainment area are located, experienced 11 days of ozone exceedances in 2019. And, the county has also had five ozone exceedances in 2020 so far.</p> <p>A calculation of current ozone design values using EPA monitoring data from 2017 to 2019 indicates that at least one monitoring station (the monitoring station in closest proximity to the parcels BLM proposes to lease in the 2020 fourth quarter lease sale) is exceeding the 2015 ozone standard and is at 96% of the 2008 standard. Put simply, ozone levels in the Upper Green River Basin remain high and BLM's actions leasing and permitting additional wells in the area can only serve to further exacerbate the problem and delay attainment thereby triggering general conformity requirements.</p> <p>Finally, an applicability analysis is not foreclosed by the decision in <i>WildEarth Guardians v. U.S. Bureau of Land Management</i>, 322 F. Supp. 3d 1134, 1143 (D. Colo. 2018). As the court noted, its decision was limited to the record before it. <i>See id.</i> at 1148. The court also</p>		
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		outlined a path forward to make conformity estimates in future cases, a path which we discuss above. <i>Id.</i> at 1143. As a result, BLM Wyoming cannot rely on this decision in order to support its failure to take action here, especially in light of the various emissions estimates before the agency.		
10	WildEarth Guardians	<p>Emerging studies of the COVID-19 pandemic indicate air pollution increases the COVID death rate, which is critical new information, requiring a “hard look” under NEPA. BLM’s NEPA Manual states that “if new circumstances or information arise that alters the validity of an EA analysis prior to the implementation of the Federal action, prepare a new EA.”</p> <p>Researchers at Harvard University have found that an increase of only 1 $\mu\text{g}/\text{m}^3$ in $\text{PM}_{2.5}$ is associated with an 8% increase in the COVID-19 death rate (95% confidence interval [CI]: 2%, 15%). The results were statistically significant and robust to secondary and sensitivity analyses. They concluded that: A small increase in long-term exposure to $\text{PM}_{2.5}$ leads to a large increase in the COVID-19 death rate. Despite inherent limitations of the ecological study design, our results underscore the importance of continuing to enforce existing air pollution regulations to protect human health both during and after the COVID-19 crisis. The data and code are publicly available so our analyses can be updated routinely.</p> <p>Accordingly, we request this EA be revised to evaluate whether and to what degree potential air pollution from the proposed lease sale may affect the mortality rate for those with COVID-19.</p>	COVID-19, air	The study in which the commentor cites has not been peer reviewed.
11	Friends of the Earth	<p>Lastly, BLM’s decision to move forward with the September oil and gas lease sale in the midst of the COVID-19 crisis is unacceptable. Wyoming ranks 46th in the country for broadband for internet access, and 51.6% of Americans living on Tribal lands in Wyoming have access to only fixed terrestrial (broadband) 25 mbps/3 mbps services. These statistics underscore the barriers that public lands users and tribal nations in Wyoming have faced in receiving notice of the lease sale, accessing information regarding the parcels proposed for lease, and engaging in the public participation process. As a result, the BLM has not been able to gather all of the suggestions and input that are necessary in order for the agency to make informed decisions concerning this sale and the public lands it will impact.</p>	COVID-19, public participation	Under federal law, BLM state offices must hold competitive oil and gas lease sales at least quarterly if land is available for lease. BLM lease sales have successfully been held online for several years. In addition, BLM primarily shares information and announcements through email and on BLM.gov, and the majority of comments are submitted through the online ePlanning portal. However, there continue to be other options for people without internet access to participate in the lease sale process. We accept input by mail and fax, and our public room has been open by appointment during the pandemic for anyone who wants or needs to review hard-copy comments.
12	Carmel Kail	[p]lease reconsider the EA statement on page 103 that “ <i>Offering 4,979.79 acres of mule</i>	crucial winter range (CWR)	BLM updated the language to include the acres of pronghorn CWR (7,716.76

		<p><i>deer CWR and acres of pronghorn CWR is not expected to result in impacts not already considered in BLM's RMPs or programmatic EIS.</i>" While not familiar with all Wyoming FO RMPS, I can say that the 2008 Pinedale RMP did not foresee that the population estimates would fall as low as they have in the intervening twelve years, nor of course did it analyze impacts of development within Migration Corridors (which were not even designated at that time).</p>		<p>acres) to be offered, which was omitted. The acreages within this statement are a statewide total. BLM coordinates with the WGFD throughout the leasing process. The State of Wyoming/WGFD, has not objected to offering any of the parcels proposed to be offered and the two agencies continue to cooperate in accordance with Secretarial Order 3362 and the BLM-WGFD MOU (EA, pg. 107)</p>
13	Carmel Kail	<p>Additionally, the EA on page 93 addresses cumulative impacts on pronghorn (antelope) in statewide context, stating that 17.3% of pronghorn CWR in Wyoming is under federal lease. However, this impact dilution is lacking in transparency and inappropriate since the different herd units are biologically defined. If herds with crucial ranges in the sale are below objective, please use (have the Field Offices use) individual <u>Herd Units as Cumulative Analysis Areas</u>.</p>	CWR	<p>The EA, pg. 105, does state that 17.3 percent of antelope (pronghorn) CWR is under Federal lease. Since this is a statewide leasing EA it is appropriate to discuss at a statewide scale. It is more appropriate to discuss impacts to a specific herd or herd unit at the time a site-specific project is received by the field office, due to the uncertainty of well location and other development requirements such as amount of disturbance (if any would be required).</p>
14	Upper Green River Alliance	<p>The EA states that, "Of the parcels evaluated, twenty-three (23) contain approximately 12,987.57 acres of mule deer crucial winter range ... only 10 (WY-204Q-0759, 0760, 0765, 0766, 0767, 0824, 0827, 6224, 6732 and 6932) ... would be offered for the December lease sale, while the other thirteen would be deferred at this time." (Bureau of Land Management, 2020, p. 99).</p> <p>BLM offers no rationale as to why leases 0824 and 0827 are offered for sale when others containing the same vital habitats are deferred. Please clarify why mule deer crucial winter range in parcels 0824 and 0827 are of any less importance to the declining Sublette mule deer herd than any other mule deer crucial winter range in Wyoming.</p>	CWR	<p>Portions of parcel WY-204Q-0824 were deleted because they were located in an area closed to leasing (EA, pg. 13). Portions of parcel WY-204Q-0824 were also deferred until Tribal Consultation can be completed (EA, pg. 14). The remaining portion of 824 (not deleted or deferred) is available for lease.</p> <p>Portions of parcel WY-204Q-0827 were deleted because they were located in an area closed to leasing (EA, pg. 13). The remaining portion is available for lease.</p> <p>The parcels listed as available for lease that are located in mule deer crucial winter range are listed on page 101 of the EA. Those that are not listed are deferred because they are located (wholly or portions of) in Greater Sage-Grouse (GSG) Priority Habitat Management Areas (PHMA) (see EA, pg. 14-15). In addition, the commentor can identify these parcels which are located in both CWR and PHMA (EA, Appendix 5.5, pg. 153-158).</p>
15	Upper Green River Alliance	<p>The EA states that, "Fifty-five (55) of the evaluated parcels, whole or in part, contain pronghorn antelope crucial winter range (approximately 60,219.01 acres) ... Twelve of these parcels (WY-204Q-0760, 0765, 0766, 0767, 0817, 0823, 0824, 6732, 6932, 6933, 6960 and 6961), containing approximately</p>	CWR	<p>BLM has corrected page 13 in the EA and removed parcel 6961 from the parcels deleted in full.</p> <p>The parcel located wholly or partially within pronghorn CWR are also not wholly or partially located within GSG</p>

		<p>7,991.15 acres would be available for lease during the December CLS. The remaining 41 would be deferred at this time.”</p> <p>BLM offers no rationale as to why leases 0817, 0823, 0824, 6960 and 6961 which are all within pronghorn CWR, is offered for sale when others containing the same vital habitats are deferred. Please clarify why Sublette pronghorn crucial winter range in these parcels are of any less importance to the declining Sublette pronghorn herd than any other pronghorn crucial winter range in Wyoming.</p>		<p>PHMA. Parcels located within (wholly or partially) GSG PHMA were deferred from this sale. Also see response to comment 14).</p>
16	Upper Green River Alliance	<p>Parcels 6961 and 0824 are partially within moose crucial winter range. As explained on page 2 of these comments, please clarify for interested public whether parcel WY-2020-12-6961 has been deleted, is offered in part, or is offered in full in the Fourth Quarter 2020 Competitive Lease Sale.</p> <p>The 2020 Q4 EA fails to even mention moose crucial winter range, and doesn’t analyze developmental impacts to moose habitats except to say, “Development of parcels located in big game habitats can result in negative impacts. Whether occurring in a corridor or in other seasonal habitats, oil and gas related disturbance can result in wildlife shifting their foraging behavior from utilizing high quality habitat to areas of lower quality, less desirable habitat. Abandonment of important habitat can lower reproduction and survival rates of the species and result in a decline in wildlife populations.” (Bureau of Land Management, 2020, p. 102)</p> <p>BLM offers no rationale as to why leases 6961 and 0824 have not been withdrawn from the sale due to intersection with moose crucial winter range. We request that impacts to moose crucial winter ranges and populations be analyzed in the final EA, and that Parcels 6961 and 0824 that fall within moose crucial winter ranges be deleted from the sale.</p>	CWR	<p>Parcel WY-204Q-6961 is deleted in part and has been corrected on pg. 13 of the EA.</p> <p>The commentor is correct that parcels WY-204Q-0824 and 6961 are located within Moose crucial winter range. In addition, parcel WY-204Q-0817 is also within Moose CWR. There are approximately 176 acres of Moose CWR between these three parcels. These parcels are available to oil and gas leasing in accordance with the Pinedale RMP and are not located in GSG PHMA, and were subsequently analyzed within this EA.</p> <p>Impacts to Moose crucial winter range would be the same as impacts to other winter ranges and discussed, as noted by the commentor, on page 104. BLM also points the reader to page 103 to refer to specific sections of the Pinedale RMP which discuss impacts to big game in more detail.</p>
17	Friends of the Earth	<p>Habitat quality and quantity are primary functions determining the distribution and abundance of big game. Mule deer populations in the planning area have largely fallen below population objectives set by the Wyoming Game and Fish Department (WGFD) in recent years. 126 of the parcels proposed for leasing in the BLM's September oil and gas lease sale are within herd units that did not meet their 2017 population objectives. Oil and gas development on these lands would exacerbate population declines.</p> <p>Additionally, 58 proposed parcels contain mule deer crucial winter range (including</p>	CWR	<p>For the December 2020 lease sale there are 10 parcels that are located within (wholly or partially) mule deer crucial winter range and 12 parcels are located (wholly or partially) within pronghorn crucial winter range (EA, Appendix 5.3.1, pg. 101)..</p> <p>The WGFD, who has regulatory authority over populations of big game, has not requested that BLM change management direction for these wildlife species, or requested that BLM not offer the subject lands. BLM has recognized that the TLS is in support</p>

		stopover areas), 56 proposed parcels contain pronghorn antelope crucial winter range, and an additional 13 parcels intersect elk crucial winter range. If leased, oil and gas development on these lands would threaten the high quality and transitional habitat that these big game species depend on in the winter months for forage. This result would directly contradict 43 U.S.C. § 1701 (a)(8) of the Federal Land Policy and Management Act (FLPMA), which requires the BLM to manage public lands "in a manner that will provide food and habitat" for all wildlife.		<p>of the big game populations when they may be in their most vulnerable state during harsh winter conditions. As BLM has responded prior, at the site-specific stage, BLM can identify other mitigation and with sufficient justification, control the maintenance and production actions of any future wells occurring in CWR. Until a discrete proposal is submitted, and BLM can assess the conditions that exist at that time, more precise analysis would be speculative. As well, mitigation has to be tailored to the project at hand which cannot be done without a proposal for occupancy. The commenter provides no new information that BLM has not considered in its analysis.</p> <p>The BLM's responsibility under the FLPMA is to ensure that public lands are managed "under principals of multiple use and sustained yield." 43 U.S.C. 1732(a) " 'Multiple use management' is a deceptively simple term that describes the enormously complicated task of striking a balance among the many competing uses to which lands be put, 'including, but not limited to, recreation, range, timber, minerals, watershed, wildlife and fish, and [uses serving] natural scenic, scientific and historical values.' "</p> <p><i>Norton v. S. Utah Wilderness Alliance</i>, 542 U.S. 55, 58 (2004) (quoting 43 U.S.C. 1702(c). BLM's second goal, sustainable yield, "requires BLM to control depleting uses over time, so as to ensure a high level of valuable uses in the future." (Id.) (citing 43 U.S.C. 1702(h)). Accordingly, BLM is not required, under FLPMA, to adopt the practices best suited to protecting wildlife, but instead to balance the protection of wildlife with the nation's immediate and long-term need for energy resources. (See <i>TRCP vs. Salazar</i>, 744 F. Supp.2d 151 (D.D.C. 2010)). All parcels brought forward in this sale are in conformance with the existing land use plans as required by 43 CFR 1610.5.</p>
18	Upper Green River Alliance	Secretarial Order Number 3362 recognizes that, "Robust and sustainable elk, deer, and pronghorn populations contribute greatly to the economy and well-being of communities across the West. In fact, hunters and tourists travel to Western States from across our Nation and beyond to pursue and enjoy this wildlife. In doing so, they spend billions of	CWR, economy	The WGFD, who has regulatory authority over populations of big game, has not requested that BLM change management direction for these wildlife species, or requested that BLM not offer the subject lands.

		<p>dollars at large and small businesses that are crucial to State and local economies.”</p> <p>According to the Wyoming Game and Fish Dept. and the University of Wyoming, “Hunters, anglers and wildlife watchers in Wyoming contributed more than \$1 billion to Wyoming’s economy during 2017.” (Wyoming Game and Fish Department, 2019).</p> <p>We request that BLM permanently withdraw oil and gas leases in the crucial winter habitats listed above that will potentially prevent the State of Wyoming from attracting billions of dollars of wildlife-based income over the long-term.</p>		<p>In addition, the two agencies continue to cooperate in accordance with Secretarial Order 3362 and the BLM-WGFD Memorandum of Understanding (EA, Appendix 5.3.3, pg. 107).</p>
19	Upper Green River Alliance	<p>United States Department of the Interior Secretarial Order Number 3362 directs the Bureau of Land Management to enhance and improve the quality of big-game winter range on federal lands.</p> <p>The Wyoming Action Plan for implementation of Secretarial Order 3362, “Improving Habitat Quality in Western Big-Game Winter Range and Migration Corridors” identified five priority migration corridors for mule deer herd units in Wyoming. This includes the Sublette Mule Deer Herd (pictured at left). (Wyoming Game and Fish Department, 2018, p. 13).</p> <p>In accordance with Sec 4 b. (2) of the Wyoming Action Plan, the Bureau of Land Management should review and amend existing management plans that recognize big game winter ranges as important wildlife habitats, and align management prescriptions to retain and enhance the long-term functionality of these habitats.</p> <p>The Lease Sale EA tiers to the 2008 Pinedale Resource Management Plan (RMP). In review, the Pinedale RMP’s management strategy allows BLM to adapt to today’s conditions and new, scientific evidence when it indicates that current management strategies are outdated, unreliable, or ineffective. BLM confirms, “Actions that are not producing desired results will be modified or replaced based on the assessment of the new data.” (USDI Bureau of Land Management Pinedale Field Office, 2008, pp. A11-1).</p> <p>The 2020 Q4 sale parcels that lie in mule deer crucial winter range contradicts BLM’s multiple use mandate and S.O. 3362 directives to “to avoid potential negative impacts on wildlife.” When proposed leasing in mule deer crucial winter range will definitively result in additional mule deer population declines, the BLM must forego that leasing.</p>	CWR, RMP	

20	Upper Green River Alliance	To comply with Secretarial Order Number 3362, the Wyoming Action Plan, and the approved 2008 Pinedale Resource Management Plan, and to implement management actions that recognize the newest, best science and management actions that are professionally recommended and legally enforceable, we therefore request that the BLM amend the Pinedale RMP to conserve this irreplaceable mule deer crucial winter habitat, and withdraw leases 0824 and 0827 from the Q4 sale.	CWR, RMP	RMP amendments are outside the scope of this EA. Nothing in BLM policy, or regulation, requires that BLM not manage lands in accordance with existing RMP decisions (see 4th Quarter 2018, Supplemental February 2019 Protest Decision, February 22, 2019, at 9). In addition, please refer to Response to Comment 18.
21	WildEarth Guardians	Finally, because the Wyoming 2020 fourth quarter lease parcels are directly adjacent to many other BLM lease sales occurring in 2020 in Wyoming, Colorado, Montana, and Utah, the fourth intensity factor, cumulative impacts, is also implicated by the lease sale, further underscoring the need for an EIS. The 2020 fourth quarter lease sale is not occurring in a vacuum. BLM must study the cumulative impacts of these similar actions occurring within the same area through an EIS for the lease sale and a programmatic EIS for BLM's leasing program. Despite this massive swath of land proposed and sold for leasing, BLM's continues to fail to properly assess the significance of sales in the surrounding region in conjunction with the 2020 fourth quarter lease sale, as discussed more below. Thus, BLM cannot conclude that the impacts from the proposed lease sale will be insignificant, and the agency's FONSI cannot stand.	cumulative impacts, EIS	We refer the commenter to pages 78-82 (direct) and 82-87 (indirect) of the EA (Appendix 5.8.1) which provides expected annual regional emission estimates for Wyoming and several surrounding states based on their average leasing activity.
22	WildEarth Guardians	BLM also fails to fully analyze the cumulative impacts that will occur as a result of greenhouse gas emissions from the lease sale parcel in conjunction with other reasonably foreseeable actions. According to NEPA, "[c]umulative impact is the impact on the environment which results from the incremental impact of the action when added to other past, present, and reasonably foreseeable future actions regardless of what agency (Federal or non-Federal) or person undertakes such other actions." 40 C.F.R. § 1508.7. "Cumulative impacts can result from individually minor but collectively significant actions taking place over a period of time." <i>Id.</i> NEPA requires an agency to analyze the impacts of "similar" and "cumulative" actions in the same NEPA document in order to adequately disclose impacts in an EIS. <i>Id.</i> §§ 1508.25(a)(2) and (3). Similar actions are those which have "common timing and geography." <i>Id.</i> § 1508.25(a)(3).	cumulative impacts, EIS	BLM's cumulative impact analysis accounted for all potential development across all BLM lands available for oil and gas in Wyoming, based on BLM's RFDs (EA at 79, 83), those currently under lease, and those that are undergoing review. This analysis also included indirect emissions from the future combustion of such production. The RFD, as a reminder to the commenter, is a projection of future development across all Federal lands in Wyoming that would be available for oil and gas lease/development under the selected alternative. BLM also provided potential emissions for lease sales that are currently under review, and projected emissions from 2014 to 2018 at the regional scale while also considering average leasing activities in those same states/regions. These were put into context with existing emissions levels at the local, regional, national and global scales.

	<p>This is exactly what the federal oil and gas leasing program presents—individual actions with collectively significant impacts. Under NEPA, BLM has a duty to catalogue these lease sales and assess the cumulative impacts from them.</p> <p>[t]he Wyoming 2020 fourth quarter lease sale is not occurring in a vacuum. Instead, it is surrounded not only by parcels in Wyoming but by parcels from the lease sales in 2020 in Colorado, Utah, and Montana, some of which have parcels only a few miles from the Wyoming border.</p> <p>Although, here, BLM includes some information on the cumulative impacts from BLM lease sales occurring in Wyoming and 2014 emissions data from surrounding states, BLM’s analysis contains a number of arbitrary assumptions and data gaps. First, BLM arbitrarily limits its cumulative impacts analysis to reasonably foreseeable <i>federal</i> lease sales in Wyoming. See EA at 76-83. This approach is directly contrary to the plain language of NEPA, which defines cumulative impacts as “the incremental impact of the action when added to other past, present, and reasonably foreseeable future actions regardless of what agency (<i>Federal or non-Federal</i>) or person undertakes such other actions.” 40 C.F.R. § 1508.7 (emphasis added). The state of Wyoming also holds quarterly lease sales with parcels near BLM parcels. The July 2020 lease sale in Wyoming offered 163 parcels across the state, many of which are adjacent to the 2020 fourth quarter lease sale parcels.</p> <p>Second, BLM fails to analyze current lease sales occurring in states within the region. Instead BLM relies on emissions data from 2014 from other states. But, this reliance on stale data fails to reflect the reality of the climate crisis. By limiting itself to 2014 data, BLM omits the drastic increase in leasing that has occurred under the Trump Administration. BLM also ignores recent data demonstrating that U.S. greenhouse gas emissions increased in 2018 and that these increases were driven largely by oil and gas natural gas and ultimately replaced any emissions reductions from the decline of the coal industry.</p> <p>Lastly, BLM incorrectly failed to consider the cumulative impacts of greenhouse gas emissions from the proposed lease sale and other cumulative sources of greenhouse gas emissions. BLM limited the scope of its significance assessment by citing to BLM’s</p>		
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		<p>NEPA Handbook. EA at 87. However, BLM provided no legal basis to support its interpretation of its cumulative impacts assessment pursuant to NEPA. BLM implies that because its decision authority in this case cannot meaningfully or measurably prevent the cumulative climate change impacts that result from global emissions it cannot include the cumulative effects of climate change in its determination of NEPA significance. NEPA directs BLM to evaluate the intensity, and ultimately the significance of an action, by considering whether the action is related to other actions with individually insignificant but cumulatively significant impacts. 40 C.F.R. § 1508.27(b)(7). The potential greenhouse gas emissions from this lease sale are a preeminent example of an action with cumulatively significant impacts. BLM must rectify these errors before moving forward with the proposed lease parcels to properly reflect cumulative emissions.</p>		
23	WildEarth Guardians	<p>BLM has broad discretion and should remove the parcels from nomination. The agency's chosen path of opening this vast swath of Wyoming up to oil and gas development would threaten our climate, clean air, clean water, wildlife, and communities. Quite simply, developing this area for oil and gas represents an unnecessary and avoidable risk that would threaten Wyoming's other important multiple use resources.</p> <p>BLM has broad discretion – and often the responsibility, though too often ignored – not to lease public lands for minerals development to safeguard other multiple use, environmental, and human health resources and values. BLM's authority to open these parcels to oil and gas development is derived from the Mineral Leasing Act of 1920, 30 U.S.C. § 181 <i>et seq.</i> Nowhere does the Mineral Leasing Act ("MLA") mandate that any particular lands be offered for lease. Rather, the Act states generally that "[a]ll lands subject to disposition under this chapter which are known or believed to contain oil or gas deposits <i>may</i> be leased by the Secretary." 30 U.S.C. § 226(a) (emphasis added). The Ninth Circuit has held that the "permissive word 'may' in § 226(a) allows the Secretary to lease such lands, but does not require him to do so.</p> <p>Indeed, BLM's discretion over oil and gas leasing is so great that courts have held that the agency may decide not to allow leasing even after the lands have been offered for lease and a qualified applicant selected.</p> <p>Moreover, nothing in the Federal Onshore Oil and Gas Leasing Reform Act</p>	discretion not to lease	Thank you for your comment; no response required.

		<p>(“FOOGLRA”) requires BLM to open lands at the behest of the oil and gas industry. The MLA, as amended by FOOGLRA in 1987, 30 U.S.C. § 181 <i>et seq.</i>, simply requires BLM to <i>consider</i> oil and gas leasing on land consistent with the RMP. As identified above, just because land is identified for leasing does not mean that it must be leased. If review of a potential lease proposed for sale reveals problems, or that other resources and values should be protected, the agency can decide not to lease, period, and in fact, may be duty-bound, pursuant to laws such as FLPMA, not to lease to ensure that other resources and values are protected. For example, in <i>Marathon Oil Co.</i>, 139 IBLA 347 (1997), BLM removed parcels from a competitive lease sale for environmental reasons, even after they had been offered for sale pursuant to industry nomination. In that case, the IBLA held that “BLM enjoys considerable discretion to depart from its RMP in any specific case, and it may well be able to justify excluding these parcels from leasing for environmental purposes.” <i>Id.</i> at 356.</p> <p>The MLA and FOOGLRA do not in any way restrict the factors that BLM may consider when exercising its considerable discretion under § 226(a). Therefore, even if the BLM bases its decision entirely on the public’s overwhelming opposition to oil and gas development in this area, it has the authority to do so. Indeed, it would be irresponsible for BLM to propose these lease parcels for sale without first performing the necessary due diligence and environmental review to determine, on a site-specific basis, whether these lands should be conserved as is.</p> <p>Based on this expansive authority and discretion, as well as the reasons outlined above, we request that BLM reconsider its decision to lease the 2020 fourth quarter lease sale parcels.</p>		
24	Trout Unlimited	TU appreciates the Pinedale Field Office’s NSO designation within the 100-year flood plain of the Green and New Fork Rivers and the ½ mile NSO Buffer around it, which protects this important river system from increased erosion and sedimentation and the risk from spills and runoff that could otherwise be associated with development on parcels 6961, 0823, and 0824.	flood plain, water	Thank you for your comment; no response required.
25	Trout Unlimited	Parcels 6960 and 0817 are both located in an area mapped by the BLM Wyoming as having low potential for oil and gas production and they are around five miles from the others listed above, however they do not benefit from stipulations that endeavor to protect downstream fisheries. Parcels 6960 and 0817	flood plain, water	Lease Notice 1, 2 and 3 along with Lease Stipulation No.1, 2 and 3 are applied to each proposed parcel. Any development (providing the parcel is sold and a lease issued) proposal would be evaluated at the site-specific scale

		<p>are either next to or cross the Chidsey Slough. The Chidsey Slough connects to the New Fork River, which joins the Green River approximately 10 miles downstream from where the Chidsey Slough meets the New Fork River. Parcel 6960 is very close to, while 0817 overlaps WGFD's mapped Green-New Fork River Crucial Habitat corridor.</p> <p>These parcels are both wholly located within historic Colorado River Cutthroat Trout habitat. Colorado River Cutthroat Trout are a Species of Greatest Conservation Need for Wyoming and are on the BLM's 2010 Wyoming Sensitive Species list, thus protecting tributaries to river systems in which these sensitive species can be found should be a priority.</p> <p>We respectfully request that the downstream fisheries be considered in the development of an acceptable plan for mitigating possible impacts from development of parcels 6960 and 0817. In doing so, even if the nearest system (Chidsey Slough) is defined as an intermittent or ephemeral water source, we ask that at a minimum, the 500 ft CSU or NSO requirement afforded to surface water and/or riparian areas under Lease Notice #1 be extended to the Chidsey Slough.</p>		for distance and impacts to a riparian area.
26	Trout Unlimited	<p>TU is concerned with the potential for irreversible harm to sensitive native trout populations in Wyoming, as well as the potential for oil and gas development to negatively impact recreational fishing values and the communities that depend on these. To ensure that Wyoming's renowned reservoirs, streams, and rivers can continue to support healthy coldwater fish species, we ask that habitat diversity, water quality, flow regime, riparian vegetation, deep pools, and bank stability are protected through adequate stipulations and/or deferrals.</p>	flood plain, water	BLM coordinates site-specific development proposals with the WGFD. Any site-specific development proposal would be required to follow state and federal regulations.
27	WildEarth Guardians	<p>BLM also fails to account for NEPA's second and third intensity factors, which require, respectively, a look at the unique characteristics of the geographic area such as proximity to historic or cultural resources, park lands, prime farmlands, wetlands, wild and scenic rivers, or ecologically critical areas and the degree to which impacts are highly controversial.</p> <p>Indeed, the situation here is directly similar to the situation in <i>Center for Biological Diversity v. U.S. Bureau of Land Management</i>, where the court held that the BLM's "unreasonable lack of consideration of how fracking could impact development of the disputed parcels... unreasonably distort[ed] BLM's assessment of at least three of the 'intensity' factors in its FONSI." 937</p>	fracturing, NEPA	<p>None of the proposed parcels were identified as being in close proximity to a National Park or Monument (the closest parcel is approximately 59 miles south-southeast of Devil's Tower National Monument). None of the proposed parcels are located within WSA (EA pg. 17). Parcels located in LWC areas are discussed within the EA at pg. 17 and other special management areas, including ACECs are discussed on pages 18 and 27. Leasing these lands is in conformance with the RMPs and impacts to lands in the vicinity of oil and gas development have been analyzed in the underlying RMP EISs.</p>

		F. Supp. 2d at 1157. There, the court reasoned that fracking was highly controversial based on the possibility of significant environmental degradation, public outcry, and potential threats to health and safety. <i>Id.</i> at 1157–58.		
28	WildEarth Guardians	<p>Multiple courts have held that if BLM plans to allow a new oil and gas extraction technique, the agency must analyze the impacts of this technique in either a programmatic or project-specific NEPA document.</p> <p>Today , 67% of the U.S.'s natural gas comes from wells that use fracking, and 50% of the U.S.'s oil comes from wells that use fracking. With the use of fracking comes a myriad of potentially significant environmental impacts. Fracking has not only opened up vast areas of minerals that were previously uneconomical to extract—thereby expanding the total land area impacted by development—the process of fracking also causes different and more intense impacts to our public health, air, water, land, and wildlife. Because the geographic range, the extraction technology, and the type and intensity of oil and gas development has changed significantly in the last decade, BLM must analyze these impacts in either a revised RMP and accompanying FEIS or an EIS for the lease sale. Unfortunately, the EA for the 2020 fourth quarter lease sale fails to meet these requirements.</p> <p>BLM relies heavily on the 2013 white paper (EA at Appendix 5.9) for purposes of meeting its NEPA obligations and argues that actual levels of development cannot be reasonably determined at the lease sale stage. But, the white paper cannot meet the requirements of NEPA for several, related reasons. First, the white paper is a summary of the process of fracking and ultimately omits key, site-specific information of the impacts of fracking. For example, in it BLM notes that emissions impacting air quality may result from fracking but fails to quantify or otherwise disclose these emissions. Instead the agency punts on this issue, noting “[e]missions associated with a project and HF if proposed will be analyzed through a site specific NEPA document to ensure the operation will not cause a violation of the Clean Air Act.” EA at 188. This is entirely insufficient under NEPA. Other BLM offices routinely disclose well emissions at the leasing state.</p> <p>BLM also fails to fully analyze impacts to water quality. Although we appreciate that BLM now admits that impacts to water can</p>	fracturing, RMP inadequate	BLM has supported the analysis within the NFO RMP EIS with the information contained in the White Paper found in Appendix 5.9 to the EA. The information in this White Paper was incorporated by reference into the EA as well. Use of such an approach is compliant with NEPA. As well, emissions from completion operations, are included within the air emission inventories prepared for each RMP EIS, including the EIS which supports the 2015 GSG LUP Amendment. As discussed further in the FONSI, until there is a specific application that provides more detailed information regarding the proposed development of the Federal mineral estate, more precise analysis is not feasible. Such an approach (use of a White Paper) was recently affirmed in: <i>Ctr. for Biological Diversity v. United States BLM</i> , No. 3:17-CV-553-LRH-WGC, 2019 U.S. Dist. LEXIS 7525 (D. Nev. Jan. 15, 2019): "As the Court stated in the previous section, BLM was not required to conduct a site-by-site analysis of the impacts of fracking at the leasing stage because at the time the leases were sold, BLM did not know what parcels would be sold, what type of ground development the lessees would choose to pursue, and if fracking would even take place."

		<p>occur as a result of oil and gas development, we request that BLM analyze the impacts to water quality from the proposed lease parcels and the use of hydraulic fracturing given the significant risks.</p> <p>For example, EPA concluded in its 2016 study that “hydraulic fracturing water cycle...can impact drinking water sources under some circumstances.”</p> <p>The most recent Fracking Compendium has additional data to support the conclusion that water contamination from fracking occurs everywhere.</p> <p>Data also suggests that there is a greater risk for structural integrity issues, e.g. casing failures, between unconventional and conventional oil and gas wells. Thus, we request here that BLM evaluate the specific lease parcels, discuss whether potential wells could use fracking, at what approximate depth this will occur, potential geological formations which could be impacted, and other appropriate data to assess the risk to water quality from the lease sale.</p> <p>We also request that BLM take its analysis of impacts to water quantity a step further by estimating water usage from the lease sale as required by law. In <i>San Juan Citizens Alliance v. United States Bureau of Land Management</i>, 326 F. Supp. 3d 1227, 1252–54 (D.N.M. 2018), a challenge to oil and gas leases in a national forest, a federal district court held that “given several other cases in which water usage was quantified prior to the application for permit to drill stage, the Court is not persuaded by BLM’s unsupported conclusion that it did not have enough information to calculate water usage.”</p> <p>Following this, the New Mexico BLM has been including in its leasing EAs a breakdown of the average water use per horizontal well in the Pecos District (31.2 acre feet). Moreover, the New Mexico BLM relied on a recent report by Andrew Kondash et al. describing the increasing water footprint of hydraulic fracturing along with information from FracFocus to calculate this number. This approach can be applied here. The Kondash et al. report includes information on water usage in the Niobrara shale of Wyoming and based on the heavily developed nature of Wyoming, there is no doubt that FracFocus contains many entries for Wyoming to rely on to develop at least basin specific water usage statistics.</p> <p>Finally, BLM’s lack of analysis on the impacts from fracking not only violates</p>		
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		<p>NEPA but also violates FLPMA. As noted above, FLPMA requires that the BLM amend an RMP whenever there is a need to “[c]onsider a proposal or action that does not conform to the plan,” “respond to new, intensified, or changed uses on public land,” or “consider significant new information from resource assessments, monitoring, or scientific studies that change land use plan decisions.” At a minimum, the use of multi-stage fracking coupled with horizontal drilling in the Newcastle Field Office and the Rock Springs Field Office (Green River RMP) constitutes a “new, intensified, or changed use[] on public land.” Based on the date of these respective RMPs, there is no way that BLM has accounted for the impacts of fracking. As a result, BLM cannot move forward with leasing the parcels in this area until it either completes amendment to these RMP and includes a full analysis of the impacts of fracking and horizontal drilling in a revised lease sale EA.</p>		
29	WildEarth Guardians	<p>Here, although Guardians appreciates the fact that the Wyoming BLM has calculated per parcel direct and indirect greenhouse gas emissions, the agency’s analysis is incomplete and misleading. As BLM explains, it calculates per parcel greenhouse gas emissions on a prorated basis. BLM took total emissions from its Reasonably Foreseeable Development Scenarios for each field office and divided it by the total acreage open for leasing under the various RMPs to come up with average emissions per acre. EA at 69 (direct), 71 (indirect). BLM then multiplies that per acre amount by the acreage in each lease parcel. <i>Id.</i> Unfortunately, this approach is ultimately misleading because it treats each acre as equally productive. In reality, certain areas in established oil and gas basins will produce many more wells per acre than others. To remedy this, we request that Wyoming BLM take the approach that other state offices have used where the agency estimates the number of wells per parcel based on location of the well above specific formations. From this, BLM would be able to determine high impact and low impact parcels based on greenhouse gas emissions. Having this information would allow BLM to consider alternatives to address greenhouse gas emissions for each lease sale. Unfortunately, Wyoming BLM refuses to take this step despite the fact that other BLM routinely estimate such information.</p> <p>In addition, BLM could use the information in the Kleinfelder Report to, at a minimum, more accurately estimate per well emissions</p>	greenhouse gas (GHG)	By assigning equal productivity to all lands in the project area, BLM has accounted for all potential emissions, especially as BLM has explained that most of the current activity in the area under consideration for leasing is exploratory in nature. To do otherwise could potentially underestimate future GHG emissions from the parcels. <i>See</i> EA (Appendix 5.1.5) at 73-75 for a discussion of uncertainty regarding the projection of GHG emissions for the proposed action alternative.

		<p>for the Upper Green River Basin (Pinedale Field Office) parcels.</p> <p>Ultimately, BLM has additional tools to ensure the accuracy of its greenhouse gas emissions quantification and assess significance, and we request that BLM use these to better inform the public and better inform its decision as required by NEPA.</p>		
30	Upper Green River Alliance	<p>The legal description and stipulations for parcels 6961 on page 134 and 0823 on page 121 include “No Surface Occupancy – Primary (and General) Habitat Management Area” stipulations for sage-grouse. But, in the table that includes TLS, SCU, NSO stipulations on pages 155-156, GSG PHMA CSU stipulations are not applied for parcels 6961 and 0823.</p> <p>Please clarify for interested public whether and which stipulations are applied to parcels 6961 and 0823. As shown on our ArcGIS map, parcels 6961 and 0823 are within 0.8 of a mile from the “Cutoff” sage-grouse lek, and a 2-mile seasonal stipulation should apply to these parcels (at least, unless they have been entirely deleted from the sale).</p>	Greater Sage-Grouse (GSG)	<p>The PHMA stipulations attached to these two parcels were inadvertently overlooked prior to sending the EA out for public comment. The PHMA stipulations attached to these two parcels has been removed. These parcels are only located in GHMA.</p> <p>The NSO_GHMA stipulation attached to parcel 6961 has also been removed. The parcel is over 0.25 mile from the perimeter of the lek.</p>
31	Sweetwater County Commissioners	Sweetwater County recognizes that a number of lease sale parcels have been proposed for deferral due to a May 2020 court settlement and the need to finalize sage grouse resource management plan amendments. After these plans amendments have been finalized, Sweetwater County encourages the BLM to re-analyze the deferred parcels for future lease sale.	GSG	Thank you for your comment; no response required.
32	Friends of the Earth	Of the 290 parcels that will be included in the September oil and gas lease sale, only 8 parcels are located in non-Greater sage grouse-habitats. Over 94,000 acres are located within PHMA, and development within these parcels would result in significant sage-grouse habitat fragmentation and loss. The lands contained within each of the PHMA units are assumed to contain habitats to support all seasonal life needs of the greater sage-grouse, with 14 parcels intersecting with PHMA known to have occupied leks within their boundaries. If all parcels offered for lease in PHMA are sold in the September sale, total acreage of sage-grouse PHMA leased for oil and gas development in Wyoming will increase to over 1,890,000, a number that has been trending upwards since April 2018. This outcome would undermine the 2015 Record of Decision (ROD) and Approved Resource Management Plan Amendments for the Rocky Mountain Region (ARMPA), which obligate the BLM to prioritize leasing outside of GHMA and PHMA, in addition to other sage-grouse conservation considerations including protecting Sagebrush Focal Areas,	GSG prioritization	<p>BLM reviewed 128 preliminary parcels, of which, five were deleted because they were located in areas closed to oil and gas leasing. Of the 123 parcels available for oil and gas leasing, none were located outside of sage-grouse habitat and 62 were located within (wholly or partially) GSG PHMA and are deferred at this time. This left 61 parcels located in GHMA for the proposed December 2020 lease sale.</p> <p>BLM has prepared a comprehensive range wide NEPA analysis; see 2015 GSG LUP EIS', 2019 GSG LUP EIS and ROD; Buffalo RMP/ROD, Lander RMP, ROD, and the Bighorn Basin RMP EIS and resultant RODs for Cody and Worland Field Offices. A major component of these EISs' was the range wide assessment of GSG and the past, present and future actions that could have a potential effect to Greater Sage-Grouse and their habitats. These EIS' also assumed that leasing and development would proceed, where</p>

		achieving a net conservation gain through mitigation measures, and performing compensatory mitigation when needed.		those lands were made available for oil and gas, in accordance with the projected RFD, and in compliance with the stipulations and other management actions made part of BLM's decision. The commenter has not raised a specific impact that BLM has not considered or shown how the offering of these leases is not in conformance with the subject decisions. For information specific to the number of leases that BLM has actually offered over time, we refer the commenters to publicly available data at BLM's webpage here: https://www.blm.gov/programs/energy-and-minerals/oil-and-gas/oil-and-gas-statistics . From the information submitted, BLM cannot comment specifically on "prioritize the leasing and development of fluid mineral resources outside GRS habitat."
33	Friends of the Earth	The BLM is unlawfully proposing to offer and issue oil and gas leases, which convey drilling rights, within several of Wyoming's most critical wildlife habitats.	leasing	BLM refers the commentors to Section 1.1 (EA, pg. 7) that indicates the proposed lease sale is in accordance with the Mineral Leasing Act of 1920 (MLA), as amended, Federal Onshore Oil & Gas Leasing Reform Act of 1987 (FOGLRA), the Code of Federal Regulations (CFRs) and the Federal Land Policy and Management Act of 1976 (FLPMA). Also, see EA, Appendix 5.3.3, pg. 107 for coordination and cooperation between BLM and WGFD.
34	Sweetwater County Commissioners	Sweetwater County appreciates that parcels 0767 and 0792 are being offered for lease sale with a big game migration stipulation. Since both of these parcels lie within the vicinity of the Sublette Migration Corridor and crucial winter range, the proposed stipulation will help ensure that development occurs in manner balanced with wildlife concerns.	migration corridors	Thank you for your comment; no response required.
35	Sportsmen Conservation Organizations	We appreciate the BLM including some migration science in the Environmental Assessment; however, we ask that the BLM recognize more current research in future documents since management decisions should be guided by the best available science.	migration corridors	Thank you for your comment; no response required.
36	Sportsmen Conservation Organizations	We appreciate that the BLM analyzed the acreage overlapping with stopover areas in the 2020 Q3 EA. We ask that the BLM continue to analyze those acres for this lease sale and future ones, and also include the overlap with high-use areas. Additionally, the EA should analyze the current level of development and held under lease within each of these habitats to ensure all parties recognize the current level of	migration corridors	Thank you for your comment; no response required.

		disturbance and potential development. The best current science indicates that mule deer will tolerate up to 3% disturbance in their corridors, so indicating if there is more existing development will make the lease buyers aware that biological thresholds of tolerable disturbance by big game may have already been met.		
37	Sportsmen Conservation Organizations	<p>The Proposed Action alternative offers 10 parcels in two of the mule deer migration corridors designated under Wyoming's Executive Order 2020-1. These include 3 parcels (611 acres) in the Sublette corridor (including in the Red Desert to Hoback) and 7 parcels (4,734 acres) in the Baggs corridor. These parcels also overlap with stopover habitat in both corridors and the Baggs high-use route. Stopover and high-use areas are addressed in the Executive Order as distinct habitats within migration corridors.</p> <p>We appreciate that the Special Lease Notice was updated to include Wyoming's Executive Order 2020-1. We request that the Special Lease Notice and the Environmental Assessment be revised to expand on the Executive Order by including specific recognition of the importance of stopover and high-use areas.</p>	migration corridors	Thank you for your comment; no response required. BLM will consider this for future Lease Sale EAs.
38	Wyoming Game and Fish Department	Information in the EA regarding lease parcel overlap with designated migration corridors (State of Wyoming Mule Deer and Antelope Migration Corridor Protection Executive Order 2020-1) is inaccurate (EA page 100-101). There are a total of 27 parcels within designated migration corridors. There are 19 parcels within the Sublette mule deer migration corridor and 8 parcels within the Baggs mule deer migration corridor.	migration corridors	The commentor is correct in that the initial preliminary list that was sent for review did contain 19 preliminary parcels within the Sublette (RD2H) mule deer migration corridor and the Baggs mule deer corridor contained 8 preliminary parcels. The numbers for the Sublette corridor have been updated within the EA.
39	Wyoming Game and Fish Department	Additionally, it appears that the migration corridor special lease notice has only been applied to 24 of the 27 parcels, and has excluded parcel 0821, 6879, and 6961. While many of these parcels are proposed to be deferred by the BLM for various reasons unrelated to big game migration, the Department recommends updating the EA with the correct number of parcels, as well as consistently applying the migration corridor special lease notice to all parcels within designated migration corridors.	migration corridors	The Special Lease Notice has been applied to the appropriate parcels updated within the EA.
40	Carmel Kail	Proposed parcel #0823 appears to overlap the Sublette Pronghorn migration route and includes stopover habitat, as best I can determine from the small draft maps distributed to the public by WG&FD over a year ago. BLM biologists should determine whether this overlap is the case based on more detailed maps available to you but not the public, and disclose results in the EA. If the parcel does overlap the migration route, environmentally appropriate steps should be	migration corridors	Currently, there are three designated migration corridors within Wyoming. BLM has evaluated those parcels that are within those designated corridors and applied the appropriate Special Lease Notice. Parcel 0823 does not overlap one of these corridors. If a new corridor is designated after a parcel is sold and a lease issued, the BLM will use the best available

		<p>applied (FLMPA mandates this action by BLM regardless of State inaction), or else <u>parcel #0823 should be deferred</u>. I understand that WG&FD will be publishing updated Sublette Pronghorn corridor maps before your December sale, so parcel deferral may be your best option.</p>		<p>information at the time a site-specific development proposal is received.</p>
41	Carmel Kail	<p>Also generally related to Sublette Pronghorn, the EA on page 98, bottom of second paragraph, implies that big game stats derived from JCR reports regarding pronghorn (and possibly other big game species) are presented in Table 23. In fact, the table is concise, up-to-date, and useful (kudos to you), but addresses only mule deer. Please <u>add to the table any other big game herds</u> potentially affected (i.e., all herd units whose crucial ranges overlap with Proposed Parcels).</p>	<p>migration corridors</p>	<p>Page 100, third paragraph states, “According to the WGFD’s 2019 Job Completion Reports, pronghorn hunt areas within the Rock Springs, Kemmerer, Rawlins and Pinedale field offices range from 8.2% below target (Carter Lease) to 44.6% below target (Uinta/Cedar Mountain). Similarly, numbers for mule deer range from 5.1% below (Baggs) to 57.1% below (South Rock Springs). See Table 23, below for specific information regarding parcel location, herd objectives, and estimated populations, as reported by the WGFD Big Game 2019 Job Completion Report.” Table 23 refers to Mule Deer Herd Units with the information derived from the JCRs. To clarify, the last sentence in this paragraph has been updated within the EA.</p>
42	Carmel Kail	<p>The AQ section is two years out of date. For example, ozone design values listed on p. 45 are missing CY 2018 and 2019, for which validated data has been available for many months. N.B., design value data is updated annually and made publically available through Wyoming DEQ and EPA</p>	<p>ozone, UGRB</p>	<p>Appendix 5.1.1 has been updated with the most recent numbers. In addition, Figure: Daily Max 8-hour Ozone Concentration graph has been updated. BLM thanks the commentor for bringing this to our attention.</p>
43	WildEarth Guardians	<p>BLM must also prepare an EIS for the lease sale. A federal agency must prepare an EIS when a major federal action “significantly affects the quality of the human environment.” 42 U.S.C. § 4332(2)(C); 40 C.F.R. § 1502.4. A federal action “affects” the environment when it “will or <i>may</i> have an effect” on the environment. 40 C.F.R. § 1508.3 (emphasis added); <i>see also Airport Neighbors Alliance v. U.S.</i>, 90 F.3d 426, 429 (10th Cir. 1996).</p> <p>The first intensity factor under NEPA is “the degree to which the proposed action affects public health and safety.” As discussed more in Section E, numerous scientific reports support the conclusion that the use of fracking impacts public health and safety. Unfortunately, because BLM’s underlying RMPs/FEISs and the 2020 Fourth Quarter Lease Sale EA do not fully analyze the impacts of fracking, BLM has no evidence to support its conclusion that impacts will be insignificant.</p> <p>For example, although the BLM provides a 2013 “Hydraulic Fracturing White Paper” in</p>	<p>ozone, EIS</p>	<p>In the White Paper, the BLM has adequately explained the potential for the types of impacts that are identified by the commenter; the commenter has not shown how the information provided would result in impacts that BLM has not already considered. The BLM has explained in the FONSI that until a development proposal is received, more specific analysis cannot occur.</p>

		<p>section 5.9 of the EA, this document is severely out-of-date. As noted in a 2019 report summarizing studies on the impacts of fracking, the 2019 Fracking Compendium, “20 percent (355 studies of the now more than 1,700 available studies) were published in 2018 alone.”</p> <p>Perhaps more importantly, the white paper is also not site-specific, and instead presents a summary of generalized impacts which do not describe the impacts to the parcels at issue. For example, BLM fails to assess whether there will be increased impacts to public health from the parcels within the Pinedale area where fracking will worsen exceedances of federal standards for ozone. Studies show harmful health effects from both short-term exposures to ozone (hours to days) and long-term exposures (months to years). Because BLM fails to analyze the impacts of the proposed action on ozone levels and public health, BLM’s conclusion in the FONSI that “[n]o other aspect of the action alternative would have an effect on public health and safety,” is erroneous. FONSI at 4.</p>		
44	Carmel Kail	<p>Further on the Sublette Pronghorn topic, page 101 of the EA includes the only mention of the Sublette Pronghorn Herd, and indicates that there is no new information. Do you mean newer than the 2008 Pinedale RMP ? <u>Please clarify.</u> Sublette Pronghorn are not on the rise and are below their objective population.</p>	pronghorn	<p>This statement is in reference to the Sublette pronghorn herd, research and the need for further analysis regarding big game behavior as a result of development occurring within the Pinedale and Rawlins Field Offices.</p>
45	WildEarth Guardians	<p>BLM has failed to consider any alternatives that significantly reduce the permitted development in order to address other resource concerns such as air quality or climate change. <i>See</i> EA at 13-15. This all-or-nothing approach leaves BLM and the public without any basis with which to compare and contrast the various proposals or otherwise determine the best course of action.</p> <p>Although BLM does note that it considered four other alternatives, BLM fails to explain why it did not consider an alternative that would eliminate leasing the Upper Green River ozone nonattainment area or an alternative that would reduce greenhouse gas emissions from deeper, more emissions-heavy wells. As noted above, consideration of such an alternative is well within BLM’s statutory mandate. <i>Western Org. of Resource Councils</i>, 2018 WL 1475470, at *7. Indeed, various agencies policies, including guidance from the CEQ, note that, “[c]onsidering alternatives, including alternatives that mitigate GHG emissions, is fundamental to</p>	reasonable range of alternatives, GHG	<p>An alternative that would eliminate leasing the Upper Green River ozone nonattainment area or an alternative that would reduce greenhouse gas emissions from deeper, more emissions-heavy wells would not be in conformance with the underlying RMP. In addition, the alternatives suggested by commenter are imbedded within the No Action alternative. As such, no GHG emissions, or surface disturbance would occur if BLM were to select the No Action. A similar argument was subject to disposition by the Interior Board of Land Appeals (IBLA) in <i>Biodiversity Conservation Alliance</i>, 183 IBLA 97. In 183 IBLA 97, Audubon specifically argued that BLM should have considered a “sage-grouse conservation alternative,” which would have deferred leasing all of the parcels that encompassed public lands in Core Areas. Citing, as an example, <i>Biodiversity Conservation Alliance</i>, 171 IBLA at 238, IBLA found that “BLM clearly considered the</p>

		the NEPA process and accords with NEPA Sections 102(2)(C) and 102(2)(E).” At a minimum, BLM must consider these alternatives and discuss why they do or do not meet BLM’s statutory mandates. <i>See WildEarth Guardians v. U.S. Bureau of Land Mgmt.</i> , No. CV-18-73-GF-BMM, 2020 WL 2104760, at *7 (D. Mont. May 1, 2020).		alternative advanced by Audubon in the course of considering the no action alternative... Subsumed under the no action alternative was not leasing all of the parcels within Core Areas...or the multitude of combinations of these parcels. BLM is not required to devise a multitude of alternatives that specifically involve not leasing different groupings of the various parcels proposed for leasing.”
46	Sweetwater County Commissioners	Defer all oil and gas lease sales until after the Rock Spring RMP ROD is published.	RMP	The RSFO has reviewed the subject parcels and has not identified any potential conflicts with alternatives being considered in the RMP revision process. After review, the RSFO attached the appropriate stipulations for these potential parcels (see Appendix 5.4). In addition, please see Response to Comment 20.
47	WildEarth Guardians	<p>[T]hroughout the lease sale EA, BLM attempts to segment its analyses by claiming that it will conduct site-specific NEPA analyses at the Application Permit to Drill (“APD”) stage. <i>See, e.g.</i>, Water Resources Section, EA at 30 (“Without a discrete development proposal, the use of hydraulic fracturing in the oil and gas development process cannot be predicted.”). However, BLM’s deferral of comprehensive NEPA analysis at the lease sale stage ignores two crucial distinctions—such an approach is illegal where impacts are reasonably foreseeable and NEPA forbids BLM from piecemealing its analysis into individually, potentially-insignificant actions.</p> <p>The law is clear: where a lease constitutes an irretrievable commitment of resources and impacts are reasonably foreseeable, an agency is required to analyze the site-specific impacts of a lease before its issuance. <i>New Mexico ex. rel. Richardson v. U.S. Bureau of Land Mgmt.</i>, 565 F.3d 683, 717–18 (10th Cir. 2009); <i>see also WildEarth Guardians v. Zinke</i>, 368 F. Supp. 3d 41, 64–65 (D.D.C. 2019) (holding that “an agency cannot defer analyzing the reasonably foreseeable environmental impacts of an activity past the point when that activity can be precluded”). This is especially the case if postponing the analysis results in a piecemeal look at the impacts. Indeed, NEPA provides that BLM must assess three types of actions when determining the scope of its analysis: (1) connected actions, (2) cumulative actions, and (3) similar actions. 40 C.F.R. § 1508.25. Connected actions “are closely related and therefore should be discussed in the same impact statement.” Actions are connected if they, among other things: “[a]re</p>	site-specific NEPA	<p>The BLM has provided a site-specific analysis of the leases proposed to be offered under the Proposed Action to the extent they are reasonably foreseeable. BLM has stated that it cannot conduct a more precise analysis of site-specific impacts until a discrete proposal for surface occupancy is submitted. BLM considered the effects of reasonably foreseeable development in connection with the parcels, leaving more specific analysis to the consideration of APDs and plans for field development. Such an approach complies with NEPA. <i>See State of New Mexico v. BLM</i>, 565 F.3d 683, 718 (10th Cir. 2009) (“[A]n agency’s failure to conduct site-specific analysis at the leasing stage may be challenged, but . . . a ‘particular challenge’ lacked merit when environmental impacts were unidentifiable until exploration narrowed the range of likely drilling sites,” citing <i>Northern Alaska Environmental Center v. Kempthorne</i>, 457 F.3d 969, 973, 977-78 (9th Cir. 2006)); e.g., EA at 1-3, 3-18, 4-2 (“Often, where environmental impacts remain unidentifiable until exploration narrows the range of likely well locations, filing of an Application for Permit to Drill (APD) may be the first useful point at which a site-specific environmental appraisal can be undertaken.”).</p> <p>To the extent possible, the BLM has identified the impacts associated with oil and gas operations, and in a manner that is site-specific. As described in the EA, for the BLM to provide a more site-specific and detailed analysis of</p>

		<p>interdependent parts of a larger action and depend on the larger action for their justification.” <i>Id.</i></p> <p>All of the above requirements support the conclusion that the BLM must analyze the site-specific impacts from its decision to lease federal minerals at the lease sale stage. First, because drilling cannot occur without BLM first leasing the minerals, leasing and drilling are interdependent, connected actions as defined by NEPA. 40 C.F.R. § 1508.25. Thus, BLM must estimate the impacts of drilling these wells at the lease sale stage. Second, the Tenth Circuit has explicitly held that NEPA requires that agencies prepare a site-specific EIS or EA at the lease sale stage when two factors are met: 1) an irretrievable commitment of resources and 2) reasonably foreseeable impacts. <i>New Mexico ex. rel. Richardson v. U.S. Bureau of Land Mgmt.</i>, 565 F.3d 683, 717–18 (10th Cir. 2009). The court held that the issuance of an oil and gas lease without a no surface occupancy (“NSO”) stipulation constitutes an irretrievable commitment of resources because after this stage, BLM cannot completely avoid environmental impacts at the permitting stage without this stipulation. <i>Id.</i> at 718.</p> <p>Here, the situation is directly similar. First, as BLM states in its EA, “once a parcel is sold and the lease is issued, the lessee has the right to use the leased lands to explore and drill for all of the oil and gas within the lease boundaries, subject to the stipulations attached to the lease, restrictions derived from specific nondiscretionary statutes, and other reasonable measures to minimize adverse impacts.” EA at 9 (citing 43 C.F.R. § 3101.1-2). Although BLM considered an alternative imposing NSO stipulations for all parcels, it did not adopt this alternative. Thus, allowing leasing here is an irretrievable commitment of resources. Second, BLM admits that the leases are in areas that have seen extensive development and that 45.8% of federal leases are in production. <i>See</i> EA at 57. BLM is not required to know every single detail before analyzing the environmental impacts. Instead, impacts must simply be reasonably foreseeable. Here, because these factors are met, BLM is required by law to conduct a site-specific analysis of the impacts from the issuance of its leases at the lease sale stage.</p> <p>The Tenth Circuit in <i>New Mexico ex. rel. Richardson v. U.S. Bureau of Land Management</i> held that it, in conjunction with the decision in <i>Pennaco Energy v. U.S.</i></p>		<p>the impacts from lease development activities would require the BLM to speculate on the density of drilling locations, the number, characteristics, and specifications of related production equipment, and the rate at which the leases would be developed.</p>
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48	Trout Unlimited	<p>TU recognizes that the BLM must administer oil and gas lease sales on our public lands and balance the interests of many within the framework provided by governing laws and policies. We disagree however to the notion that leasing a parcel is strictly an administrative action, and we disagree with the assertion that a future site-specific environmental analysis will sufficiently identify mitigation measures necessary to avoid undue degradation to the environment prior to development. To the contrary, unless the entire lease is covered by an NSO stipulation, leasing is an irretrievable commitment of resources conveying a right to development of the lease. Once leasing occurs, the BLM’s range of management options at the APD stage is severely constrained and no additional stipulations may be applied or enforced.</p>	stipulations, decision space	BLM refers the commentor to 43 CFR 3162.3-1 for additional information regarding permitting or denial of specific projects.

		<p>For this reason, we think it imperative that the precautionary actions requested herein be considered immediately. While a future EA may identify and define mitigation measures, the BLM lacks the ability to implement additional (or adequate) restrictions that would conflict with lease rights, even if the EA specifies that additional mitigation measures are necessary to avoid negative impacts. In this way, leasing is not merely an administrative action, it is a decision to allow development on the lease and limit the Agency's ability to make future management decisions if those decisions conflict with contracted lease rights.</p>		
49	Upper Green River Alliance	<p>"Since 2000, the Colorado River Basin has been experiencing a historic, extended drought that has impacted regional water supply and other resources, such as hydropower, recreation, and ecologic services. During this time, the Basin has experienced its lowest 16-year period of inflow in over 100 years of record keeping, and reservoir storage in the Colorado River system has declined from nearly full to about half of capacity." (US Department of Interior, 2019, p. 1)</p> <p>The Upper Green River Basin lies at the headwaters of the Colorado River Basin, an essential contributor to Upper Basin states' water supply. "The Upper Colorado River Basin supplies approximately 90 percent of the water for the entire Basin. This water originates as precipitation and snowmelt in the Rocky and Wasatch Mountains. About 50 percent of streamflow comes from baseflow, which is surface water that percolates into groundwater aquifers and then resurfaces as streamflow."</p> <p>WOGCC data shows that direct impacts to the watershed and hydrology have not only occurred since gas development has begun in the Upper Green River Basin, they have greatly accelerated.</p> <p>On the Pinedale Anticline alone, "produced" water production (groundwater that comes up with the gas) has increased exponentially. The same is true for all other gas fields in the watershed.</p> <p>The EA notes that, "the water that is produced from an oil or gas well is under the administrative purview of the WSEO." (Bureau of Land Management, 2020, p. 190) While BLM does not have administrative oversight of Wyoming's water, its 5-year strategy for the water resources incorporates "collaborative, regional watershed assessments into BLM planning efforts to understand potential impacts to watersheds from land use</p>	water depletion	<p>Due to the uncertainties listed within the EA (see EA discussion on uncertainties, pg. 65-66), concerning well depth, well bore type (vertical, directional, horizontal), whether a parcel is sold and a lease issued, if a development proposal is received during the life of the lease, etc. the BLM is unable to forecast the amount of depletion, if any, from a watershed at the leasing stage. It is more appropriate to evaluate water depletions at a site-specific level if or when a discrete project is submitted.</p>

		<p>decisions.” (USDI Bureau of Land Management, 2019).</p> <p>In this EA, BLM has failed to analyze the serious downstream consequences of groundwater depletions from overuse associated with drilling and extraction of gas and produced water on the lease parcels offered in this sale. A more complete analysis must include the possibility of aquifer depletions and declining reservoir levels downstream, especially during this extended, extreme drought.</p>		
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